

April 9, 2009

Dear Sir/Madam,

The Yellowstone County Public Works Department is currently requesting price quotations for the striping of various county roads per the following specifications and contract information. See document titled 2009 Striping Projects for the scope of work.

STANDARD SPECIFICATIONS

Unless otherwise specified herein, all work, materials, methods, application rates, and equipment shall conform with 1) *Standard Specifications for Road and Bridge Construction*, 1995 edition, adopted by the Montana Department of Transportation, and 2) *Pavement Markings: A Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways*, as prepared by the Traffic Unit, Montana Department of Transportation, latest revision.

All striping under this project shall be four inches (4") in width with a thickness of 15 mils, plus or minus one mil. All centerline striping (skip, double yellow, etc.) shall match the existing striping except as determined by the Public Works Department. Not all the new and existing striping will match; it is the responsibility of the Contractor to contact the Public Works Department prior to starting any work on this project to ascertain if the new and existing striping matches. It will be the Contractor's responsibility to insure that all areas to be striped are cleared of any loose impediments prior to the application of paint.

Yellowstone County reserves the right to adjust bid quantities up or down by up to 20% with no adjustment in unit prices. Yellowstone County also reserves the right to either increase or decrease the listing of streets to be striped.

A Yellowstone County Public Works Representative will do a final completion drive-through inspection with the contractor's representative. All deficiencies must be corrected before acceptance, at which time final payment will be made.

PERMITTING

A Public right-of-way Permit will be issued prior to the start of work. No fee will be assessed to the contractor to acquire this permit, but its terms and conditions shall be binding on the contractor.

BONDING

The successful bidder will be required to provide a Performance Bond in 100% of the contract amount prior to commencement of the work.

INSURANCE

Please include a copy of your Worker's Compensation Insurance, Commercial General Liability Insurance (combined bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate, and Automobile Liability

Insurance (combined bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate with your price quote. These limits are not intended to be an indication of exposure, nor are they limitations on indemnification. The policy(s) shall provide for cancellation only upon 30 days written notice to the County.

Prior to commencement of work, the successful contractor shall name the County, its officers, elected officers, employees, and agents as additional insured on the Commercial General Liability and Automobile Liability insurance. Copies of the additional insured endorsements shall be provided to the County.

GUARANTEES

In addition to the specific warranties, if any, required by the agreement or specifications for the work, Contractor represents and warrants that they are registered, fully qualified and licensed to perform the work. The Contractor further warrants the work to be performed, and the materials and equipment to be furnished under this Contract, shall be free from any defects in materials or design, workmanship or negligence, shall be technically correct and accurate, shall be fit and sufficient for the purposes expressed herein, and the materials and finished work will perform in accordance with the drawings and specification requirements. The warranty representations of the Contractor are for a period of one (1) year from the date of final completion and acceptance of the completed work by Yellowstone County. The Contractor shall repair or replace any materials or workmanship deemed to be defective by Yellowstone County, which might develop during the one-year warranty period after acceptance of the work by the County. The contractor will also be responsible for any damages to other work caused by the repairing of such defects with no cost to Yellowstone County, including any costs of removal and reinstallation. Any such repairs and replacement and the affected Work shall be warranted for an additional one (1) year period from the date of completion and acceptance by Yellowstone County of such repairs or replacement. If required by Yellowstone County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be used on this project. At Yellowstone County's option, Yellowstone County may remedy any such defects and Contractor shall be liable for all costs arising therefrom. Nothing herein shall limit Yellowstone County's right to seek recovery for latent defects that are not observable until after the one-year warranty period. The warranty provided in this section shall be in addition to, and not in substitution or limitation, of any other warranty or remedy required by law or by the Contract Documents and shall survive the final completion of the work by Contractor and acceptance of the work by Yellowstone County.

Yellowstone County does not expect the Contractor to warrant loss of paint caused by normal wear and exposure.

PROJECT COMPLETION DATE

The project must be completed within 21 calendar days, excluding legal holidays, after the issuance of a formal Notice to Proceed. For every calendar day beyond this period a penalty of \$50.00 per day will be deducted from the payment to the contractor.

Adjustments may be made to the allowable number of days with the approval of the

County for Acts of God or other circumstance beyond the control of the contractor.

METHOD OF PAYMENT

Upon completion of the work and acceptance by Yellowstone County, payment will be made upon written request to the Yellowstone County Public Works Department, PO Box 35024, Billings, MT 59107-5024. All requests for payment shall be accompanied by a written affidavit prepared by the Contractor attesting to the quantity of paint and other materials used.

PREVAILING WAGE RATES

If your quote is \$25,000.00 or more, all personnel employed by the contractors or subcontractors in performance of the project must be paid wages at the rates listed in the current State of Montana Prevailing Wage Rate Schedule. The current schedules are available at the State of Montana web-site <http://mt.gov>; they are also included with this bid package. It is the responsibility of the contractors and subcontractors to obtain and use the applicable Wage Rate Schedule.

PAINT

Latex based paint material and reflective glass beads shall be used in accordance with Sections 714.04 and 714.05 (respectively) of the *Standard Specifications for Road and Bridge Construction*, 1995 edition, adopted by the Montana Department of Transportation.

NON-DISCRIMINATION

Yellowstone County does not discriminate on the basis of race, creed, color, religion, sex, national origin, disability, age, political belief or marital status. Entities contracting with Yellowstone County to deliver goods or services must ensure that their agents, employees and sub-contractors do not discriminate or cause for such discrimination as enumerated above, among their employees or the recipients of the goods and/or services to be offered. Moreover, the Contractor shall comply with all fair labor practices and must meet the requirements of all state statutes relative to Contractors Independent Contractor status, described herein.

SUBMITTAL REQUIREMENTS

If you are interested in submitting pricing, please mail the enclosed price form to the County Purchasing Department, PO Box 35015, Billings, MT 59107. The deadline for receiving quotations is 5:00 p.m., April 24, 2009.

Any question concerning this project should be directed to Tim Paulson at the Public Works Department, (406) 256-6824.

Sincerely,

Steve Krogstad
Purchasing

To: Yellowstone County Purchasing Department
PO Box 35015
Billings, MT 59107-5015

THE UNDERSIGNED BIDDER, having familiarized himself/herself with the work required, the site(s) where the work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself/herself of the expense and difficulties attending performance of the work,

HEREBY PROPOSES and agrees, if this bid is accepted, to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work and the furnishing of all labor, materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, permits, bonds, insurance, and submittals, all as indicated or specified in the contract documents to be performed or furnished by contractor for the process set forth in the following unit price schedule.

BID QUANTITIES (For all roads listed, approximately 58 miles of striping).

ITEM	QUANTITY (GALLONS)	UNIT PRICE (PER GALLON)
Yellow paint	_____ X \$	_____ = \$
White paint	_____ X \$	_____ = \$
Total price in writing for the complete project (sum of white and yellow paint)		\$ _____

SIGNATURE OF BIDDER _____

COMPANY _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

PHONE NUMBER _____

DATE _____

Montana Public Contractor's Registration Number _____

**YELLOWSTONE COUNTY PUBLIC WORKS
2009 STRIPING PROJECTS**

Road	Description	Miles
64th Street West	Danford Road to Grand Avenue	5
56th Street West	King Avenue West to Grand Avenue	2
48th Street West	Neibauer Road to Grand Avenue	4.5
Danford Road	48th Street West to 56th Street West	1
Central Avenue	62nd Street West to Shiloh Road	3
88th Street West	Lipp Road to Grand Avenue	1
88th Street West	King Avenue West to King Avenue West	0.3
Grand Avenue	58th Street West to 41st Street West	2
62nd Street West	Grand Avenue to Rimrock Road	1
Hesper Road	72nd Street West to Shiloh Road	4
Hesper Road	72nd Street West to Longmeadow Drive	1.5
Neibauer Road	72nd Street West to Shiloh Road	4
Neibauer Road	72nd Street West to 80th Street West	1
	Total	30.3